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**ROBB EVANS OF ROBB EVANS & ASSOCIATES
LLC**

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

JEREMY JOHNSON, etc., et al.,

Defendants.

Case No. 2:10-CV-02203-MMD-GWF

**ORDER (1)
AUTHORIZING, APPROVING AND
CONFIRMING SALE OF CEDAR CITY
LAND AND FOR RELATED RELIEF;
AND (2) GRANTING RELIEF FROM
LOCAL RULE 66-5 PERTAINING TO
NOTICE TO CREDITORS**

The matter of the Motion for Order (1) Authorizing, Approving and Confirming Sale of Cedar City Land and for Related Relief; and (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors ("Motion") filed by Robb Evans of Robb Evans & Associates LLC ("Receiver"), the Receiver pursuant to the Court's Preliminary Injunction Order issued February 10, 2011, came on regularly before the Court for determination, the Honorable Miranda M. Du,

1 United States District Judge presiding. The Court, having reviewed and considered the Motion
2 and all pleadings and papers filed in support thereof, and all responses or oppositions, if any, to
3 the Motion, and good cause appearing therefor,

4 IT IS ORDERED that:

5 1. The Motion and all relief sought therein is granted;

6 2. Without limiting the generality of the foregoing:

7 A. The Receiver is authorized to sell the approximate 19.68 acre parcel of
8 undeveloped land located in Cedar City, County of Iron, Utah ("Cedar City Property") pursuant
9 to the Receiver's Exclusive Listing Agreement and Agency Disclosure, including an Addendum
10 and Additional Terms with Kirch & Todd Real Estate and James Fales as agent (collectively
11 "Broker"), as extended by that certain Addendum No. 1 to Exclusive Listing Agreement and
12 Agency Disclosure dated January 16, 2015 (collectively, the "Listing Agreement"), a true and
13 correct copy of which is attached as Exhibit 1 to the Declaration of M. Val Miller in support of
14 the Motion, and to pay a sales commission to the Broker as provided for therein;

15 B. The Receiver's proposed sale of the Cedar City Property to Greg Gillespie
16 ("Proposed Buyer") by private sale for the sum of \$40,000.00 pursuant to the terms of that certain
17 Real Estate Purchase Contract for Land dated as of October 23, 2014 with Addendum No. 1 to
18 Real Estate Purchase Contract and the As-Is Purchase and Additional Terms (collectively the
19 "Proposed Purchase Agreement"), attached collectively as Exhibit 2 to the Declaration of M. Val
20 Miller in support of the Motion, and without further notice, hearing, order or overbidding based
21 on the circumstances concerning this property, is hereby approved and confirmed;

22 C. The Receiver is authorized to execute all documents and instruments necessary or
23 convenient to complete, implement, effectuate and close the sale of the Cedar City Property to the
24 Proposed Buyer, including but not limited to the deed conveying title to the Cedar City Property
25 and a release and/or reconveyance of the lien of New Horizons Finance, Inc. dba Horizons
26 Finance reflected in that certain deed of trust dated June 17, 2009 and recorded as Entry No.
27 590675 in Book 1168 at Page 9709 of the Official Records of Iron County, Utah on June 19,
28 2009, based on the Court's Order Granting Motion for Order Clarifying Preliminary Injunction


1 Order and for Further Instructions Regarding Scope of Receivership Defendants Under
2 Preliminary Injunction Order and Report of Receiver's Financial Reconstruction and Granting
3 Relief from Local Rule 66-5 Pertaining to Notice to Creditors After Hearing ("Clarifying Order")
4 (Doc. No. 897/900) entered March 25, 2013;

5 D. The Receiver is authorized to permit and/or cause to be paid from the proceeds of
6 sale of the Cedar City Property all ordinary and customary closing costs, all costs and expenses
7 required to be paid under the terms of the Proposed Purchase Agreement by the seller from the
8 proceeds of sale, all commissions provided for in the Proposed Purchase Agreement and the
9 Listing Agreement, and prorated real property taxes due up to date of closing; and

10 E. The Receiver is authorized to complete the sale of the Cedar City Property without
11 further notice, order or overbidding under the circumstances;

12 F. Notice of the Motion is deemed to be sufficient under Local Civil Rule 66-5 based
13 on the service of a notice of the filing of the Motion and the Motion on all parties and service of
14 this Notice of Filing of the Motion on all known non-consumer creditors of the estate and on all
15 known taxing authorities with a potential claim in the receivership estate concurrent with the
16 filing of the Motion with the Court.

17
18 Dated: April 1, 2015


MIRANDA M. DU
UNITED STATES DISTRICT JUDGE